

# EXHIBIT A



**TO:** Maria Bustamante, Paralegal-Litigation  
United Airlines, Inc.  
609 MAIN STREET, 16TH FLOOR/HSCPZ  
HOUSTON, TX 77002-3167

**RE:** **Process Served in Nevada**  
**FOR:** United Airlines, Inc. (Domestic State: DE)

**Service of Process**

**Transmittal**

03/15/2022

CT Log Number 541231777

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** AARON LEWIS MORROW, individually vs. UNITED AIRLINES, INC.

**DOCUMENT(S) SERVED:** --

**COURT/AGENCY:** None Specified  
Case # CV2200390

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Carson City, NV

**DATE AND HOUR OF SERVICE:** By Process Server on 03/15/2022 at 14:35

**JURISDICTION SERVED :** Nevada

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/16/2022, Expected Purge Date: 03/21/2022  
  
Image SOP  
  
Email Notification, Tom Campuzano thomas.d.campuzano@united.com  
  
Email Notification, Maria Bustamante maria.bustamante@united.com

**REGISTERED AGENT ADDRESS:** C T Corporation System  
701 S. Carson Street  
Suite 200  
Carson City, NV 89701  
866-331-2303  
CentralTeam1@wolterskluwer.com

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MAINOR WIRTH, LLP  
6018 S. Ft. Apache Rd., Ste. 150, Las Vegas, NV 89148  
Phone: (702) 464-5000 | Fax: (702) 463-4440

1 SUMM

2 **SECOND JUDICIAL DISTRICT COURT**

3 **WASHOE COUNTY, STATE OF NEVADA**

4 AARON LEWIS MORROW, individually;

CASE NO.: CV22-00390

DEPT. NO.: D1

5 Plaintiff,

6 vs.

7 UNITED AIRLINES, INC., a Foreign  
8 Corporation; DOE EMPLOYEE, individually;  
9 DOE MANAGER, individually; DOES I – XX,  
10 inclusive; and ROE CORPORATIONS I – XX,  
inclusive,

SUMMONS

11 Defendants.

12 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT**  
13 **YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE**  
14 **INFORMATION BELOW.**

15 **TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the relief set  
forth in the Complaint.

16 **UNITED AIRLINES**

- 17 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of  
the day of service, you must do the following:  
18     a. File with the Clerk of this Court, whose address is shown below, a formal written response to  
the Complaint in accordance with the rules of the Court.  
19     b. Serve a copy of your response upon the attorney whose name and address is shown below.  
20 2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may  
enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of  
money or property or other relief requested in the Complaint.  
21 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your  
response may be filed on time.

23 Issued at the direction of:

CLERK OF COURT

24 By: /s/ Tex J. Boonjue  
25 TEX J. BOONJUE, ESQ.  
Nevada Bar No. 15016  
6018 S. Ft. Apache Road, Ste. 150  
Las Vegas, NV 89148  
*Attorney for Plaintiff*

By: /s/ CHERYL SULEZICH 3/08/2022

Deputy Clerk  
County Courthouse  
200 Lewis Avenue  
Las Vegas, NV 89155

Date

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FILED  
Electronically  
CV22-00390  
2022-03-08 04:03:13 PM  
Alicia L. Lerud  
Clerk of the Court  
Transaction # 8934789 : csulezic

1 COMP  
2 TEX J. BOONJUE  
3 Nevada Bar No. 15016  
4 MAINOR WIRTH, LLP  
5 6018 S. Fort Apache Road, Ste. 150  
6 Las Vegas, NV 89148-5652  
7 Tel: (702) 464-5000  
8 Fax: (702) 463-4440  
9 [tex@mwinjury.com](mailto:tex@mwinjury.com)  
10 *Attorneys for Plaintiff*

**SECOND JUDICIAL DISTRICT COURT  
WASHOE COUNTY, STATE OF NEVADA**

AARON LEWIS MORROW, individually;

CASE NO.:  
DEPT. NO.:

**Plaintiff,**

VS.

UNITED AIRLINES, INC., a Foreign Corporation; DOE EMPLOYEE, individually; DOE MANAGER, individually; DOES I - XX, inclusive; and ROE CORPORATIONS I - XX, inclusive.

### Defendants.

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

Plaintiff, AARON LEWIS MORROW, by and through his attorney of record, TEX J. BOONJUE, ESQ. of MAINOR WIRTH, LLP, hereby complains and alleges against Defendants, and each of them, as follows:

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I.

## **PARTIES AND JURISDICTION**

3 I. Plaintiff AARON LEWIS MORROW ("MORROW") is, and at all relevant times  
4 herein was, a resident of County of Washoe, State of Nevada.

5       2. Based upon information and belief, Plaintiff hereby alleges that Defendant  
6 UNITED AIRLINES ("UNITED") is, and at all relevant times herein was, a foreign corporation  
7 duly licensed and doing business in Chicago, State of Illinois.

8       3. Based upon information and belief, Plaintiff hereby alleges that Defendant DOE  
9 EMPLOYEE is, and at all relevant times herein was, a resident of the County of Washoe, State of  
10 Nevada. Upon information and belief, DOE EMPLOYEE was acting in the course and scope of  
11 his/her employment with Defendant UNITED with job duties and responsibilities that included,  
12 but were not limited to: creating a flight plan, considering aircraft performance, altitude and  
13 weather conditions, checking aircraft before every flight, ensure cargo weight doesn't exceed  
14 aircraft limits, communication with air traffic control to ensure safe takeoff and landing while  
15 staying reasonably and adequately informed and updated about Defendant UNITED safety  
16 measures and precautions, as well as any ongoing actual and potential hazards, in order to  
17 promptly address and remedy any hazards that could cause injury. Defendant DOE EMPLOYEE  
18 held this position and these job duties and responsibilities with the knowledge and consent at the  
19 direction of Defendant UNITED at the time of the subject incident leading to Plaintiff's injuries, so  
20 that Defendant UNITED is vicariously liable for Defendant DOE EMPLOYEE's actions and  
21 omissions at all relevant times under the doctrine of *respondeat superior*.

22       4. Based upon information and belief, Plaintiff hereby alleges that Defendant DOE  
23 MANAGER is, and at all relevant times herein was, a resident of the County of Washoe, State of  
24 Nevada. Upon information and belief, DOE MANAGER was acting in the course and scope of  
25 his/her employment with Defendant UNITED, with job duties and responsibilities that included,  
26 but were not limited to: being an assistant manager, department manager, and/or other type of  
27 supervising/managing employee or agent of Defendant UNITED; discussing with UNITED's

1 personnel who oversees design certification, installation, test and turn up, maintenance of  
2 equipment's and other activities involved in UNITED's Maintenance Department; overseeing,  
3 supervising, and providing training and/or direction to Defendant UNITED employees in the  
4 subject area to ensure that employees were performing their job duties and responsibilities as to  
5 cleaning, sweeps, maintenance, stocking products, and other duties in an appropriate, reasonable,  
6 and safe manner for UNITED's customers and the employees themselves; enforcing and ensuring  
7 compliance with Defendant UNITED'S policies and procedures regarding maintenances, safety  
8 measures and precautions in and around the aircraft, as well as disciplining employees for non-  
9 compliance and violations of Defendant UNITED's policies and procedures, and for not  
10 performing job duties and responsibilities; assigning a reasonable and adequate number of  
11 employees to upkeep the aircraft safely maintained; staying reasonably and adequately informed  
12 and updated about Defendant UNITED's safety measures and precautions, as well as any ongoing  
13 actual and potential hazards in and around the aircraft, in order to promptly address and remedy  
14 any hazards that could cause injury; and performing this job position, duties and responsibilities,  
15 *infra*, with the knowledge and consent and at the direction of Defendant UNITED at the time of  
16 the subject incident leading to Plaintiff's injuries, so that Defendant UNITED is vicariously liable  
17 for DOE MANAGER's actions and omissions at all times under the doctrine of *respondeat  
superior*.

19       5.      That the true names and capacities, whether individual, corporate, associates, co-  
20 partnership, or otherwise of Defendants, DOES I through XX, and ROE CORPORATIONS I  
21 through XX, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names.  
22 Based upon information and belief, Plaintiff hereby alleges that each of the Defendants designated  
23 as DOES I through XX and ROE CORPORATIONS I through XX are responsible in some  
24 manner for the events and happenings referred to in this action and proximately caused damages to  
25 Plaintiff as alleged herein. The legal responsibility of said Defendants DOES I through XX and  
26 ROE CORPORATIONS I through XX arises out of, but is not limited to, their status as owners,  
27 employees, managers, contractors, and/or installers, etc. and their maintenance, entrustment,

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1 construction, installation,\* and/or service of the premises and/or the subject flooring within the  
2 premises, which Defendants, and each of them, were maintaining, controlling, constructing,  
3 installing, etc. at the time of the subject injury, or prior to, and/or their agency, master/servant or  
4 joint venture relationship with said Defendants. Plaintiff will ask leave of this Honorable Court to  
5 amend this Complaint to insert the true names and capacities of said Defendants, and when the  
6 same have been ascertained, to join such Defendants in this action together with the proper  
7 charging allegations.

8       6.     Based upon information and belief, Plaintiff hereby alleges that at all relevant  
9 times, each of the Defendants, including such fictitiously named Defendants, were the agents and  
10 employees of each of the remaining Defendants and were at all times mentioned, acting within the  
11 course and scope of that agency and employment. Each of the Defendants authorized and ratified  
12 the acts of the remaining Defendants.

13       7. Defendants are jointly and severally liable for causing and/or contributing to the  
14 creation of the subject dangerous condition, to wit: failing to avoid a sudden hard landing and for  
15 causing and/or contributing to Plaintiff's injuries, treatment, and damages pursuant to NRS 41.130  
16 and other Nevada law.

17       8.     That all the facts and circumstances that give rise to the subject lawsuit occurred at  
18 2001 E. Plumb Lane, within Washoe County, State of Nevada.

III.

## **STATEMENT OF FACTS**

21       9. On or about March 12, 2020 Defendant UNITED, DOE EMPLOYEE, DOE  
22 MANAGER, DOES I through XX, and/or ROE CORPORATIONS I through XX were the owners  
23 and/or operators of the aircraft labeled as flight 5467 (“the subject premises”).

24       10. On or about March 12, 2020 Defendant UNITED flight 5467 failed to approach  
25 the runway at an appropriate speed and altitude.

11. Defendant UNITED failed to avoid a sudden and hard landing,

27 12. Defendant UNITED failed to warn passengers that a hard landing was possible or

imminent.

13. Defendant UNITED failed to give appropriate and timely instructions to passengers to brace for the hard landing.

14. On or about March 12, 2020 Plaintiff MORROW was a business invitee and/or guest of Defendant and was legally upon the subject premises at the time of the subject incident complained of herein.

15. On or about March 12, 2020, Plaintiff MORROW was aboard flight 546.

16. Plaintiff MORROW was not able to brace for the hard landing injuring his upper thoracic spine.

17. Upon information and belief, Defendant DOE EMPLOYEE and/or DOE MANAGER had notice of the dangerous condition prior to Plaintiff MORROW's injuries but failed to give appropriate and timely instructions to passengers to brace for the hard landing.

18. Plaintiff MORROW sustained substantial bodily injuries as a result of the subject incident.

III.

**FIRST CAUSE OF ACTION**  
*(Negligence/Respondeat Superior as to all Defendants)*

19. Plaintiff repeats, realleges, and incorporates by reference Paragraphs 1 through 18 above as if fully set forth herein.

20. At said time and place, Defendants, and each of them, owed a duty to Plaintiff to provide a safe environment and premises, and to take reasonable safety measures in the maintenance, and overall conditions of the aircraft, equipment and general area in and around the subject location to avoid injuries to Plaintiff.

21. Defendants breached that duty when they negligently and/or knowingly failed to maintain the aircraft, premises, and overall area in and around the location of the subject incident, and/or negligently create a hazardous condition in and around the area of the subject incident, which caused injury to Plaintiff.

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1        22. In complete disregard of their duty, Defendants negligently and/or knowingly  
2 caused a dangerous condition to exist, resulting in injury to Plaintiff.

3        23. Furthermore, at all times relevant herein, Defendants were liable for the negligent  
4 acts of its agents/employees, who failed to maintain the aircraft, premises, and overall area in and  
5 around location of the subject incident, and/or negligently create a hazardous condition in and  
6 around the area of the subject incident, under the legal doctrine of vicarious liability/respondent  
7 superior.

8        24. As a direct and proximate result of the negligence of Defendants, and each of  
9 them, Plaintiff MORROW was seriously injured and caused to suffer great pain of body and mind,  
10 all or some of which may be permanent and disabling in nature, aggravating to her general and  
11 compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

12        25. As a further and direct and proximate result of the negligence of Defendants, and  
13 each of them, Plaintiff MORROW incurred expenses for medical care, treatment and expenses  
14 incidental thereto, and Plaintiff may be required in the future to incur expenses for medical care  
15 and treatment.

16        26. Plaintiff has been required to retain the services of MAINOR WIRTH, LLP to  
17 prosecute this action and is entitled to reasonable attorneys' fees and costs incurred herein.

18                          **IV.**

19                          **SECOND CAUSE OF ACTION**  
20                          *(Negligent Hiring, Training, Retention and Supervision as to  
all Defendants)*

21        27. Plaintiff repeats, realleges, and incorporates by reference Paragraphs 1 through 26  
22 above as if fully set forth herein.

23        28. Defendant UNITED, DOES I through XX and/or ROE CORPORATIONS I  
24 through XX owed Plaintiff a duty to utilize reasonable application, screening, and hiring processes  
25 for all its employees to perform the necessary job functions and ensure that safety measures were  
26 in place to protect its patrons.

27        29. Defendants breached their duty by failing to utilize reasonable application,  
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1 screening, and hiring processes for its employees and such breach resulted in Defendants  
2 employing individuals without the necessary ability, knowledge, or skill to ensure that safety  
3 measures were in place to protect its patrons.

4       30. Defendants owed Plaintiff a duty to reasonably train their employees to perform  
5 the necessary job functions and ensure that safety measures were in place to protect its patrons.

6       31. Defendants breached their duty to reasonably train their employees to perform the  
7 necessary job functions and ensure that safety measures were in place to protect its patrons.

8       32. Defendants owed Plaintiff a duty to reasonably supervise their employees to  
9 perform the necessary job functions and ensure that safety measures were in place to protect its  
10 patrons.

11       33. Defendants breached their duty to reasonably supervise their employees to perform  
12 the necessary job functions and ensure that safety measures were in place to protect its patrons.

13       34. Defendants owed Plaintiff a duty to discharge or terminate their employee(s), who  
14 Defendants knew or reasonably should have known, was/were unfit to perform the necessary job  
15 functions and ensure that safety measures were in place to protect its patrons.

16       35. Defendants breached their duty to discharge or terminate their employee(s), who  
17 Defendants knew or reasonably should have known, was/were unfit to perform the necessary job  
18 functions and ensure that safety measures were in place to protect its patrons.

19       36. As a direct and proximate result of the negligence of Defendants, and each of  
20 them, Plaintiff MORROW was seriously injured and caused to suffer great pain of body and mind,  
21 all or some of which may be permanent and disabling in nature, aggravating to his general and  
22 compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

23       37. As a further and direct and proximate result of the negligence of Defendants, and  
24 each of them, Plaintiff MORROW incurred expenses for medical care, treatment and expenses  
25 incidental thereto, and Plaintiff may be required in the future to incur expenses for medical care  
26 and treatment.

27       38. Plaintiff has been required to retain the services of MAINOR WIRTH, LLP to  
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1 prosecute this action and is entitled to reasonable attorneys' fees and costs incurred herein.

2 V.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 5 1. General and compensatory damages in an amount in excess of Fifteen  
6 Thousand Dollars (\$15,000.00);  
7 2. Special damages in excess of Fifteen Thousand Dollars (\$15,000.00);  
8 3. Damages for cost of medical care and treatment and costs incidental thereto;  
9 4. For reasonable attorney fees, costs of suit and interest incurred herein; and  
10 5. For such other and relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff, by and through his counsel of record, TEX J. BOONJUE, of the law firm of  
13 MAINOR WIRTH, LLP, hereby demand a jury trial in the above-entitled matter.

14 **AFFIRMATION**

15 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the foregoing  
16 document does not contain the social security number of any person.

17 DATED this 8th day of March, 2022.

18 **MAINOR WIRTH, LLP**

19 \_\_\_\_\_  
20 */s/ Tex J. Boonjue*  
21 TEX J. BOONJUE, ESQ.  
22 Nevada Bar No. 15016  
23 6018 S. Fort Apache Road, Ste. 150  
24 Las Vegas, NV 89148-5652  
25 *Attorney for Plaintiff*